



***Building Design Partnership Limited
6 Brewhouse Yard
London
EC1V 4LJ***

Attn: REDACTED
By email to: REDACTED

Date: 21/11/2023
Our ref: project_2941

Dear Sirs,

Supply of Scoping Study for Transit Oriented Development (TOD) on the Mass Rapid Transit Jakarta North-South Line

Following your proposal for the supply of a Scoping Study for Transit Oriented Development (TOD) on the Mass Rapid Transit Jakarta North-South Line to Department for Business and Trade, we are pleased confirm our intention to award this Contract to you.

The attached Order Form, terms and conditions (Conditions) and the Schedules set out the terms of the contract between you and the Department for Business and Trade for the provision of the Deliverables set out in the Order Form (the Contract).

We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful Delivery of the Deliverables.

Please confirm your acceptance of the Conditions by electronically signing the Order Form via DocuSign within 3 days from the date of this Order Form. No other form of acknowledgement will be accepted. Please remember to include the reference number above in any future communications relating to this Contract.

We will then arrange for the Order Form to be countersigned which will create a binding contract between us.

Yours faithfully,



Order Form

1. Contract Reference	3233	
2. Date	21 st November 2023	
3. Buyer	Department for Business and Trade Old Admiralty Building Admiralty Place London SW1A 2DY	
4. Supplier	Building Design Partnership 6 Brewhouse Yard London EC1V 4LJ Company Number: 02207415	
5. The Contract	<p>The Supplier shall supply the Deliverables described below on the terms set out in this Order Form and the attached Conditions and Schedules.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in the Conditions.</p> <p>In the event of any conflict between this Order Form and the Conditions, this Order Form shall prevail.</p> <p>Please do not attach any Supplier terms and conditions to this Order Form as they will not be accepted by the Buyer and may delay conclusion of the Contract.</p>	
6. Deliverables	Services	The services delivered under this Contract are set out in Schedule 1 Specification.
7. Specification	The specification of the Deliverables is as set out in Schedule 1 Specification	
8. Term	<p>The Term shall commence on 20th November 2023 and the Expiry Date shall be 14th February 2024 unless it is otherwise extended or terminated in accordance with the terms and conditions of the Contract.</p> <p>The Buyer may extend the Contract for a period of up to one month by giving not less than 10 Working Days' notice in writing to the Supplier prior to the</p>	



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	Expiry Date. The terms and conditions of the Contract shall apply throughout any such extended period.
9. Charges	The Charges for the Deliverables shall be as set out in Schedule 2.
10. Reimbursable Expenses	None
11.Payment	<p>Payment of undisputed invoices will be made within 30 days of receipt of invoice, which must be submitted promptly by the Supplier.</p> <p>All invoices must be sent, quoting a valid purchase order number (PO Number), to:</p> <p>REDACTED</p> <p>Within 10 Working Days of receipt of “the countersigned copy of this Order Form, the Buyer will send the Supplier a unique PO Number. The Supplier must be in receipt of a valid PO Number before submitting an invoice.</p> <p>To avoid delay in payment it is important that the invoice is compliant with the requirements under clause 5.4 of the Conditions and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Buyer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.</p> <p>If you have a query regarding an outstanding payment, please contact our Accounts Payable section either by email to:</p> <p>REDACTED between 09:00-17:00 Monday to Friday.</p>



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12. Buyer Authorised Representative(s)	For general liaison your contact will continue to be REDACTED or, in their absence, REDACTED	
13. Address notices for	Buyer: REDACTED Attention: REDACTED Email: REDACTED	Supplier: REDACTED Attention: REDACTED Email: REDACTED
14. Key Personnel Contacts	Buyer contact: REDACTED Attention: REDACTED Email: REDACTED	Supplier contact: REDACTED Attention: REDACTED Email: REDACTED
15. Key Subcontractors	Key Subcontractors <u>Nippon Koei:</u> Business Planning Department, (営業企画部) Tokyo Branch, (東京支店) Nippon Koei Urban Space CO., LTD. (日本工営都市空間株式会社)	



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	<p>Address: Kojimachi-Midsquare, 4-2, Kojimachi Chiyoda-ku, Tokyo 102-0083, Japan Phone: +REDACTED Fax: +REDACTED JPN. Mobile: +REDACTED IND. Mobile: +REDACTED E-mail: REDACTED</p> <p>Colliers: REDACTED Director Indonesia Advisory Services Direct: +REDACTED World Trade Centre I, 14th Floor, Jl. Jenderal Sudirman Kav. 29 - 31 Jakarta 12920 Indonesia</p> <p>Gleeds:</p> <p>REDACTED APAC Director of ESG, Sustainability and Green Transition M: + REDACTED 51 Tras Street, #02-01, Singapore, 078990, Singapore www.gleeds.com</p>
16.Procedures and Policies	<p>For the purposes of the Contract the minimum Staff Vetting Procedure shall be the Baseline Personnel Security Standard.</p> <p>The Buyer may require the Supplier to ensure that any person employed in the delivery of the Deliverables has undertaken a Disclosure and Barring Service check.</p> <p>The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Contract, relevant to the work of the Buyer, or is of a type otherwise advised by the Buyer (each such conviction a "Relevant Conviction"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure</p>



	and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Deliverables.
17. Agreed Variations/	None
18. Supplemental Terms	Not Applicable
19. Commercially Sensitive Information	As set out in Schedule 6 - Supplier's Commercially Sensitive Information.
20. Progress Reporting	The Supplier shall attend progress meetings with the Buyer and provide the Buyer with a progress report two months after the commencement of work.

Execution of the Contract is carried out in accordance with the Electronic Communications Act 2000 and the Electronic Identification and Trust Services for Electronic Transactions (Amendment etc.) (EU Exit) Regulations 2019 (SI 2019/89) (the UK eIDAS Regulation).

Unless agreed otherwise by the Buyer, each Party agrees to sign this Order Form by electronic signature using DocuSign and agree that this method of signature is as conclusive of their intention to be bound by this Order Form and the Contract as if signed by each Party's manuscript signature.

Signed for and on behalf of the Supplier	Signed for and on behalf of the Buyer
Name: [Insert name] [Insert job title]	Name: [Insert name] [Insert job title]
Date:	Date:
Signature:	Signature:



Short Form Conditions

1. DEFINITIONS USED IN THE CONTRACT

In this Contract, unless the context otherwise requires, the following words shall have the following meanings:

"Auditor"	means: <ul style="list-style-type: none">a) the Buyer's internal and external auditors;b) the Buyer's statutory or regulatory auditors;c) the comptroller and auditor general, their staff and/or any appointed representatives of the National Audit Office;d) HM Treasury or the Cabinet Office;e) any party formally appointed by the Buyer to carry out audit or similar review functions; andf) successors or assigns of any of the above;
"Buyer"	means the person identified in the Order Form;
"Buyer Cause"	means any breach of the obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, or agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Buyer is liable to the Supplier;
"Central Government Body"	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <ul style="list-style-type: none">a) Government Department;b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);c) Non-Ministerial Department; ord) Executive Agency;
"Charges"	means the charges for the Deliverables as specified in the Order Form;
"Commercially"	means the Confidential Information listed in the Order Form



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Sensitive Information	comprising of the Supplier's commercially sensitive information relating to: a) the pricing of the Services; b) details of the Supplier's IPR; c) the Supplier's business and investment plans; and/or d) the Supplier's trade secrets; which the Supplier has indicated, if disclosed by the Buyer, would cause the Supplier significant commercial disadvantage or material financial loss;
"Compliance Officer"	means the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
"Confidential Information"	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
"Conditions"	means these terms and conditions and includes the Schedules;
"Contract"	means the contract between (i) the Buyer and (ii) the Supplier which is created by the Supplier counter signing the Order Form and includes the Order Form, Short Form Conditions and Schedules;
"Contracts Finder"	means the Government's publishing portal for public sector procurement opportunities;
"Controller"	has the meaning given to it in the UK GDPR;
"Crown Body"	means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Data Protection"	means an assessment by the Controller of the impact of the



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"Impact Assessment"		envisaged processing on the protection of Personal Data;
"Data Protection Legislation"		means: (i) the UK GDPR, and any applicable national implementing Laws as amended from time to time; (ii) the Data Protection Act 2018 to the extent that it relates to Processing of Personal Data and privacy; (iii) all applicable Law about the Processing of Personal Data and privacy;
"Data Protection Officer"		has the meaning given to it in the UK GDPR;
"Data Loss Event"		means any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under the Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of the Contract, including any Personal Data Breach;
"Data Subject"		has the meaning given to it in the UK GDPR;
"Data Subject Access Request"		means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Date of Delivery"		means the date by which the Deliverables must be delivered to the Buyer, as specified in the Order Form;
"Deliver"		means the hand over of the Deliverables to the Buyer at the address and on the date specified in the Order Form, which shall include unloading and any other specific arrangements agreed between the Parties. Delivery is completed once the Deliverables are unloaded. "Delivered" , "Deliveries" and "Delivery" shall be construed accordingly;
"Deliverables"		means the Goods and/or Services supplied under the Contract as set out in the Order Form;
"DocuSign"		means the e-signature software nominated by the Buyer for execution of the Contract;
"EIR"		means the Environmental Information Regulations 2004;
"Existing IPR"		means any and all intellectual property rights that are owned



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by or licensed to either Party and which have been developed independently of the Contract (whether prior to the date of the Contract or otherwise);



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- "Expiry Date"** means the date for expiry of the Contract as set out in the Order Form;
- "FOIA"** means the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner's Office or relevant Government department in relation to such legislation;
- "Force Majeure Event"** means any reasonably unforeseeable event, occurrence, circumstance, matter or cause affecting the performance by either Party of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control which prevent or materially delay it from performing its obligations under the Contract but excluding: i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier's or the Subcontractor's supply chain; ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and iii) any failure or delay caused by a lack of funds;
- "Goods"** means the goods to be supplied by the Supplier to the Buyer under the Contract;
- "Good Industry Practice"** means standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
- "Government Data"** means:
a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Buyer's Confidential Information, and which: i) are supplied to the Supplier by or on behalf of the Buyer; or ii) the Supplier is required to generate, process, store or transmit pursuant to the Contract; or
b) any Personal Data for which the Buyer is the Controller;
- "Information"** has the meaning given under section 84 of the FOIA;



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**"Information
Commissioner's
Office"**

means the UK's independent authority which upholds information rights in the public interest, promoting openness by public bodies and data privacy for individuals;

**"Insolvency
Event"**

means:

- (a) in respect of a person, if that person is insolvent or becomes subject to a bankruptcy petition or enters into any form of arrangement with their creditors; and
- (b) in respect of a company or partnership,
 - i) if an order is made or a resolution is passed for the winding up of the company or partnership (other than voluntarily for the purpose of solvent amalgamation or reconstruction);
 - ii) if an administrator or administrative receiver is appointed in respect of the whole or any part of the assets or business;
 - iii) if the business makes any composition with its creditors or takes or suffers any similar or analogous action to any of the actions detailed in this definition as a result of debt in any jurisdiction;

"IPR"

means all intellectual property rights (whether registered or not) in any jurisdiction including but not limited to copyrights, moral rights, related rights, patents, utility models, trademarks, trade names, service marks, registered designs, design rights, rights in computer software, database rights, rights in undisclosed or confidential information such as know-how, trade secrets and inventions (whether patentable or not);

"IR35"

means the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at: <https://www.gov.uk/guidance/ir35-find-out-if-it-applies>;

"Jaggaer"

means the Buyer's nominated e-procurement system;

"Key Personnel"

means any persons specified as such in the Order Form or otherwise notified as such by the Buyer to the Supplier in writing;

**"Key
Subcontractor"**

means any Subcontractor;



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- a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or
- b) which, in the opinion of the Buyer, performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or
- c) with a sub-contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Contract,

and the Supplier shall list all such Key Subcontractors in paragraph 15 of the Order Form;

"Law"	means any law, statute, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 4(1) of the EU Withdrawal Act 2018 as amended by the EU (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;
"Losses"	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;
"Modern Slavery Action Plan"	means a detailed remedial and/or mitigation plan submitted by the Supplier and agreed by the Buyer, which sets out the action the Supplier will take, during the Term, to remedy and/or mitigate any modern slavery issues;
"New IPR"	means all intellectual property rights in any materials created or developed by or on behalf of the Supplier pursuant to the Contract that does not include the Supplier's Existing IPR;
"Order Form"	means the Order Form provided by the Buyer to the Supplier printed above these Conditions;
"Party"	means the Supplier or the Buyer (as appropriate) and "Parties" shall mean both of them;
"Personal Data"	has the meaning given to it in the UK GDPR;
"Personal Data"	has the meaning given to it in the UK GDPR;



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Breach"

"Processor" has the meaning given to it in the UK GDPR;

"Prohibited Act" means:

- a) to directly or indirectly offer, promise or give any person working for or engaged by the Buyer or any other public body a financial or other advantage to:
 - i) induce that person to perform improperly a relevant function or activity; or
 - ii) reward that person for improper performance of a relevant function or activity;
- b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with the Contract; or
- c) committing any offence:
 - i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or
 - ii) under legislation or common Law concerning fraudulent acts; or
 - iii) defrauding, attempting to defraud or conspiring to defraud the Buyer or other public body; or
- d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;

"Protective Measures" means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the measures adopted by the Supplier

"Publishable Performance Information" means the key performance indicators used by the Buyer to measure the Supplier's performance of the Services during the Term which the Buyer may publish in accordance with clause 18.2;

"Purchase Order Number" means the Buyer's unique number relating to the order for Deliverables to be supplied by the Supplier to the Buyer in accordance with the terms of the Contract;

"Regulations" means the Public Contracts Regulations 2015 and/or the



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Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;

“Reimbursable Expenses”

means the reasonable out-of-pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer’s travel and subsistence policy set out at Schedule 4, as updated and notified to the Supplier from time to time, but not including:

- (a) travel expenses incurred as a result of the Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and
- (b) subsistence expenses incurred by the Supplier Staff whilst performing the Services at their usual place of work, or the premises at which the Services are principally to be performed;

"Request for Information"

has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term "request" shall apply);

“Security Policy”

means the Buyer's security policy, referred to in paragraph 16 of the Order Form, in force as at the Start Date (a copy of which has been supplied to the Supplier), as updated from time to time by the Buyer and notified to the Supplier;

"Services"

means the services to be supplied by the Supplier to the Buyer under the Contract;

“SME”

means any business with fewer than 250 employees and either an annual turnover below £45m or a total balance sheet less than £40m”. It might be worth updating this definition so that they align across DBT’s template documents;;

“SME Management Information Reports”

has the meaning set out in clause 26.5;

"Specification"

means the specification for the Deliverables to be supplied by the Supplier to the Buyer (including as to quantity,



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description and quality) as specified in the Schedule 1 (Specification)

"Staff Vetting Procedures"	means vetting procedures that accord with Good Industry Practice or, where applicable, the Buyer's procedures for the vetting of personnel as provided to the Supplier from time to time;
"Start Date"	means the date specified in paragraph 8 of the Order Form;;
"Storage Media"	means the part of any device that is capable of storing and retrieving data;
"Subprocessor"	means any third party appointed to process Personal Data on behalf of the Supplier related to the Contract;
"Sub-Contractor"	means any third party engaged by the Supplier in relation to the provision of the Deliverables under the Contract;
"Supplier Staff"	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Sub-Contractor engaged in the performance of the Supplier's obligations under the Contract;
"Supplier"	means the person named as Supplier in the Order Form;
"Supply Chain Map"	means details of the supply chain for the Deliverables, as set out in the Specification, which may include: <ul style="list-style-type: none">(a) The name, registered office and company registration number of each entity of the Supplier and all known Sub-contractor(s);(b) The function of each entity in the supply of the Deliverables; and(c) The location of any premises at which an entity in the supply chain carries out a function in the supply of the Deliverables;
"Term"	means the period from the Start Date set out in the Order Form to the Expiry Date as such period may be extended in accordance with clause 11.2or terminated in accordance with the terms and conditions of the Contract;
"Transparency"	has the meaning set out in clause 18.1 of the Contract;



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Information"

- "UK GDPR"** means the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679) as transposed into UK Law by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019;
- "VAT"** means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
- "Workers"** means any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (<https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees>) applies in respect of the Deliverables; and
- "Working Day"** means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

2. UNDERSTANDING THE CONTRACT

In the Contract, unless the context otherwise requires:

- 2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
- 2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 2.3 the headings in the Contract are for information only and do not affect the interpretation of the Contract;
- 2.4 references to "writing" include printing, display on a screen and electronic transmission and other modes of representing or reproducing words in a visible form;
- 2.5 the singular includes the plural and vice versa;
- 2.6 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time and to any legislation or byelaw made under that Law; and
- 2.7 the words "including", and "for example" and similar words shall be understood as if they were immediately followed by the words "without limitation".



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3. WHEN THE CONTRACT BEGINS

- 3.1 The Order Form is an offer by the Buyer to purchase the Deliverables subject to and in accordance with the terms and conditions of the Contract.
- 3.2 The Supplier is deemed to accept the offer in the Order Form when the Buyer receives a copy of the Order Form signed by the Supplier.
- 3.3 By signing this Contract the Supplier agrees to register on Jaggaer and to communicate with the Buyer during the Term in accordance with clause 28 (How to communicate about the Contract).
- 3.4 The Supplier warrants and represents that its tender and all statements made and documents submitted as part of the procurement of the Deliverables are and remain true and accurate.

4. WHAT NEEDS TO BE DELIVERED AND HOW

4.1 All Deliverables

- (a) The Supplier must provide Deliverables: (i) in accordance with the Specification; (ii) to a competent professional standard; (iii) using reasonable skill and care; (iv) using Good Industry Practice; (v) using its own policies, processes and internal quality control measures as long as they do not conflict with the Contract; (vi) on the dates agreed; and (vii) that comply with all Law.



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4.2 **Services clauses**

- (a) Late Delivery of the Services will be a default of the Contract.
- (b) The Supplier must cooperate with the Buyer and third-party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions of the Buyer or its third-party suppliers including the Security Policy set out in the Order Form and other any security or health and safety requirements.
- (c) Where applicable, the Buyer must provide the Supplier with reasonable access to its premises at reasonable times for the purpose of supplying the Services.
- (d) The Supplier must, at its own risk and expense, provide all equipment required to Deliver the Services except where the Buyer and the Supplier agree otherwise. Any equipment provided by the Buyer to the Supplier for supplying the Services remains the property of the Buyer and is to be returned to the Buyer on expiry or termination of the Contract.
- (e) The Supplier must allocate sufficient resources and appropriate expertise to the Contract.
- (f) The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- (g) On completion of the Services, the Supplier is responsible for leaving the Buyer's premises in a clean, safe and tidy condition and making good any damage that it has caused to the Buyer's premises or property, other than fair wear and tear.
- (h) The Supplier must ensure all Services, and all equipment used to supply the Services, are well maintained, of good quality and free from defects.
- (i) Without prejudice to any other rights and remedies under the Contract, the Buyer is entitled to withhold payment for partially Delivered or undelivered Services.

5. **PRICING AND PAYMENTS**

- 5.1 In exchange for the Deliverables, the Supplier shall be entitled to invoice the Buyer for the Charges in the Order Form. The Supplier shall raise an initial invoice for 10% mobilisation fee followed thereafter by monthly invoices promptly and in any event within 90 days of the Services being Delivered.
- 5.2 All Charges:
 - (a) exclude VAT, which is payable on provision of a valid VAT invoice;
 - (b) include all costs connected with the supply of Deliverables.
- 5.3 The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds to the Supplier's account details stated in on the invoice.
- 5.4 A Supplier invoice is only valid if it:
 - (a) includes all appropriate references, including the Purchase Order Number and other details reasonably requested by the Buyer; and
 - (b) includes a detailed breakdown of Deliverables which have been Delivered (if any).



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- 5.5 Unless otherwise agreed in writing by the Buyer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Deliverables. The Supplier accepts that under the Contract only Reimbursable Expenses are recoverable. Reimbursable Expenses may only be recovered where:
- (a) Paragraph 10 of the Order Form states that recovery is permitted;
 - (b) the Reimbursable Expenses incurred by the Supplier in the performance of the Contract are in accordance with the Buyer's Travel and Subsistence Policy set out in Schedule 4; and
 - (c) the Reimbursable Expenses are supported by supporting documentation in accordance with Schedule 4.
- 5.6 If there is a dispute between the Parties as to the amount invoiced, the Buyer shall pay the undisputed amount within the agreed timeframe. The Supplier shall not suspend the provision of the Deliverables unless the Supplier is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause 11.6. The Parties shall attempt to resolve any conflict relating to disputed amounts through the dispute resolution procedure detailed in clause 36.
- 5.7 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.
- 5.8 The Supplier must ensure that all Sub-contractors are paid in full within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, the Buyer can publish the details of the late payment or non-payment by the Supplier to its Sub-contractors.

6. THE BUYER'S OBLIGATIONS TO THE SUPPLIER

- 6.1 If the Supplier fails to comply with the Contract as a result of a Buyer Cause:
- (a) the Buyer cannot terminate the Contract under clause 11;
 - (b) the Supplier is entitled to reasonable and proven additional expenses and to relief from liability under the Contract;
 - (c) the Supplier is entitled to additional time needed to Deliver the Deliverables; and
 - (d) the Supplier cannot suspend the ongoing supply of Deliverables.
- 6.2 Clause 6.1 only applies if the Supplier:
- (a) gives notice to the Buyer within 10 Working Days of becoming aware of a Buyer Cause;
 - (b) demonstrates that the failure only happened because of the Buyer Cause; and
 - (c) mitigated the impact of the Buyer Cause.



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7. RECORD KEEPING AND REPORTING

- 7.1 The Supplier must ensure that suitably qualified representatives attend progress meetings with the Buyer and provide progress reports when specified in the Order Form.
- 7.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for seven years after the date of expiry or termination of the Contract and in accordance with UK GDPR.
- 7.3 The Supplier must allow any Auditor appointed by the Buyer reasonable access to their premises during normal office hours to carry out an audit.
- 7.4 The Supplier must provide information to the Auditor and provide reasonable co-operation at their request.
- 7.5 The Buyer, acting by itself or through its Auditor, shall have the right during the Term and for a period of 18 months thereafter, to assess compliance by the Supplier and/or its Key Sub-contractors with the Supplier's obligations under the Contract, which shall include, but not be limited to, verifying the accuracy, integrity and content of any financial report, reviewing any books of account and reviewing the internal management accounts kept by the Supplier in connection with the Contract.
- 7.6 If an audit undertaken pursuant to clause 7.5 identified that:
- (a) the Supplier has failed to perform its obligations under the Contract, the Buyer may (without prejudice to any other rights and remedies the Buyer may have) require the Supplier to prepare a remedial plan for the Buyer's approval. When the Buyer receives a requested remedial plan (or revised remedial plan), it can either (a) reject the remedial plan (or revised remedial plan) giving reasons, or (b) accept the remedial plan (or revised remedial plan) and the Supplier must immediately implement the remedial plan at its own cost, unless agreed otherwise by the Parties; and/or
 - (b) the Buyer has overpaid any Charges, the Supplier shall pay the Buyer (i) the amount overpaid within 30 days and (ii) interest on the amount overpaid at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the date of overpayment by the Buyer up to the date of repayment by the Supplier.
- 7.7 Without prejudice to any other rights which the Buyer may have under the Contract, where the remedial plan (or revised remedial plan) is rejected by the Buyer pursuant to clause 7.6(a), the Buyer may request that the Supplier provides a revised remedial plan within 5 Working Days and the Buyer shall consider the revised remedial plan in accordance with clause 7.6(a).
- 7.8 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
- (a) tell the Buyer and give reasons;



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- (b) propose corrective action; and
- (c) provide a deadline for completing the corrective action.

7.9 If the Supplier or any of its Key Sub-contractors experience, or suspect that it may experience, any financial instability which is likely to have an impact on the Supplier or its Key Sub-contractors' ability to perform the obligations under the Contract, the Supplier shall promptly notify the Buyer in writing of:

The risk or potential risk of financial instability,
and details thereof; and

- (i) The steps, if any, the Supplier plans to take to mitigate the risk of financial instability; or
- (ii) The reasons why, the Supplier believes no steps need to be taken by the Supplier to mitigate the risk of financial instability.

7.10 If the Buyer, acting reasonably, is concerned as to the financial stability of the Supplier such that it may impact on the continued performance of the Contract then the Buyer may:

- (a) require that the Supplier provide to the Buyer (for its approval) a plan setting out how the Supplier will ensure continued performance of the Contract (and the Supplier will make changes to such plan as reasonably required by the Buyer) and once it is agreed then the Supplier shall act in accordance with such plan and report to the Buyer on its progress with the plan on demand;
- (b) if the Supplier fails to provide a plan or fails to agree any changes which are requested by the Buyer or fails to implement or provide updates on progress with the plan, terminate the Contract immediately for material breach (or on another date to be determined by the Buyer).

8. SUPPLIER STAFF

8.1 The Supplier Staff involved in the performance of the Contract must:

- (a) be appropriately trained and qualified;
- (b) be vetted using Good Industry Practice and in accordance with clause 8.2 below; and
- (c) comply with all conduct requirements when on the Buyer's premises.

8.2 The Buyer may require the Supplier to ensure that any person employed in the delivery of the Deliverables has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Contract, relevant to the work of the Buyer, or is of a type otherwise advised by the Buyer (each such conviction a "**Relevant Conviction**"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Deliverables.



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- 8.3 Where a Buyer decides one of the Supplier Staff is not suitable to work on the Contract, the Supplier must immediately replace them with a suitably qualified alternative. The Buyer will, where possible, but is under no obligation to do so, provide the Supplier with a reason for the change subject to security and confidentiality considerations.
- 8.4 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach this clause 8.
- 8.5 The Supplier must provide a list of Supplier Staff needing to access the Buyer's premises and say why access is required.
- 8.6 The Supplier indemnifies the Buyer against all claims brought by any person employed by the Supplier caused by any act or omission of the Supplier or any Supplier Staff.
- 8.7 The Supplier shall use the Key Personnel nominated in the Order Form (if any) to provide the Deliverables and shall not remove or replace any of them unless:
- (a) requested to do so by the Buyer (approval of the request shall not to be unreasonably withheld or delayed);
 - (b) the person concerned resigns, retires or dies or is on parental leave or long-term sick leave; or
 - (c) the person's employment or contractual arrangement with the Supplier or any Sub-contractor is terminated for material breach of contract.

9. RIGHTS AND PROTECTION

- 9.1 The Supplier warrants and represents that:
- (a) it has full capacity and relevant authority to enter into and perform the Contract;
 - (b) the Contract has been executed by its authorised representative(s);
 - (c) it is a legally valid and existing organisation incorporated in the place it was formed;
 - (d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its affiliates that might affect its ability to perform the Contract;
 - (e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under the Contract;
 - (f) it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract;
 - (g) it is not subject to or at reasonable risk of an Insolvency Event;
 - (h) no financial instability has occurred or is subsisting and there are currently no matters that it is aware of, relating to its financial stability, that could have a material adverse effect on its ability to perform the Contract.
 - (i) it has not been convicted of any slavery or human trafficking offence anywhere around the world;
 - (j) to the best of its knowledge, it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offence anywhere around the world;



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- 9.2 The Supplier agrees that the warranties and representations in clause 9.1 are repeated each time the Supplier provides Deliverables under the Contract.
- 9.3 The Supplier indemnifies the Buyer against each of the following:
- (a) wilful misconduct of the Supplier and/or Supplier Staff that impacts the Contract; and
 - (b) non-payment by the Supplier of any tax or national insurance or other employer-based contributions.
- 9.4 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify the Buyer.
- 9.5 Subcontracting any part of the Services does not relieve the Supplier of any obligation or duty attributable to the Supplier under this Contract and he is responsible for the acts and omissions of Subconsultants as though they were his own acts and omissions.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 Each Party keeps ownership of its own Existing IPRs. The Supplier grants the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it and its sub-licensees to both:
- (a) receive and use the Deliverables; and
 - (b) to the extent required to utilise the New IPR.
- 10.2 Any New IPR created under the Contract is owned by the Buyer. The Buyer grants the Supplier a licence to use any Existing IPRs for the purpose of fulfilling its obligations under the Contract and a perpetual, royalty-free, non-exclusive licence to use any New IPRs.
- 10.3 Where a Party acquires ownership of intellectual property rights incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 10.4 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in this clause 10 or otherwise agreed in writing.
- 10.5 If any claim is made against the Buyer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Deliverables (an "**IPR Claim**"), then the Supplier shall indemnify the Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of the IPR Claim.
- 10.6 If an IPR Claim is made or anticipated, the Supplier must at its own expense and the Buyer's sole option, either:



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- (a) obtain for the Buyer the rights in clauses 10.1 and 10.2 without infringing any third party's IPRs; or
- (b) replace or modify the relevant item with substitutes that don't infringe IPRs without adversely affecting the functionality or performance of the Deliverables.

10.7 The Supplier shall not be responsible for any use of the Deliverables or IPR for any purpose for which they were not prepared or provided.

11. ENDING THE CONTRACT

11.1 The Contract takes effect on the Start Date and ends on the earlier of the Expiry Date or termination of the Contract (or earlier if required by Law).

11.2 The Buyer can extend the Contract where set out in the Order Form in accordance with the terms in the Order Form.

11.3 Ending the Contract without a reason

The Buyer has the right to terminate the Contract at any time without reason or liability by giving the Supplier not less than 30 days written notice and if terminated clause 11.5(a) to 11.5(g) applies.

11.4 When the Buyer can end the Contract

- (a) If any of the following events happen, the Buyer has the right to immediately terminate the Contract by issuing a termination notice in writing to the Supplier:
 - (i) the Supplier becomes subject to an Insolvency Event;
 - (ii) the Supplier repeatedly breaches the Contract in a way to reasonably justify, in the Buyer's opinion, that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Contract;
 - (iii) the Supplier is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier being notified by the Buyer of the breach and /or of the requirement for it to be remedied;
 - (iv) there is a change of ownership or control (within the meaning of section 450 of the Corporation Tax Act 2010) of the Supplier which is not pre-approved by the Buyer in writing;
 - (v) the Buyer discovers that the Supplier was in one of the situations in Regulation 57(1) or 57(2) of the Regulations at the time the Contract was awarded;
 - (vi) a Court within the relevant jurisdiction declares that the Contract should not have been awarded to the Supplier because of a serious breach of the Regulations; or
 - (vii) any act or omission of the Supplier (or its employees or officers) or its affiliates (or its affiliate's employees or officers), in the reasonable opinion of the Buyer, embarrasses or brings the Buyer into disrepute or diminishes the public trust in them.



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- (b) If any of the events in Regulation 73(1) (a) to (b) of the Regulations (substantial modification, exclusion of the Supplier) happen, the Buyer has the right to immediately terminate the Contract and clauses 11.5(a) to 11.5(g) apply.

11.5 What happens if the Contract ends

Where the Buyer terminates the Contract under clause 11.4(a) all of the following apply:

- (a) the Supplier is responsible for the Buyer's reasonable costs of procuring replacement Deliverables for the rest of the term of the Contract;
- (b) the Buyer's payment obligations under the terminated Contract stop immediately as of the date of termination, except the obligation to pay any outstanding invoices or for Deliverables that have been supplied but not yet invoiced;
- (c) accumulated rights of the Parties are not affected;
- (d) the Supplier must promptly delete or return the Government Data except where required to retain copies by Law;
- (e) the Supplier must promptly return any of the Buyer's property provided under the Contract;
- (f) the Supplier must, at no cost to the Buyer, give all reasonable assistance to the Buyer and any incoming supplier and co-operate fully in the handover and re-procurement of the Contract; and
- (g) the following clauses survive the termination of the Contract: 7.2, 9, 10, 11, 15, 16, 17, 19, 37, 37 and any clauses which are expressly or by implication intended to continue.

11.6 When the Supplier can end the Contract

- (a) The Supplier can issue a reminder notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract value or £1,000, whichever is the lower, within 30 days of the date of the reminder notice. Interest under the Late Payment of Commercial Debts (Interest) Act 1998 shall apply to any outstanding undisputed invoices from the expiry of the 30-day period following the reminder notice.
- (b) If a Supplier terminates the Contract under clause 11.6(a):
 - (i) the Buyer must promptly pay all outstanding and undisputed Charges incurred to the Supplier;
 - (ii) the Buyer must pay the Supplier reasonable committed and unavoidable losses as long as the Supplier provides a fully itemised and costed schedule with evidence (the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated); and
 - (iii) clauses 11.5(d) to 11.5(g) apply.

11.7 Partially ending and suspending the Contract

- (a) Where the Buyer has the right to terminate the Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends the Contract it can provide the Deliverables itself or buy them from a third



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party.

- (b) The Buyer can only partially terminate or suspend the Contract if the remaining parts of it can still be used to effectively deliver the intended purpose.
- (c) The Parties must agree (in accordance with clause 27) any necessary variation required by this clause 11.7, but the Supplier may not either:
 - (i) Unreasonably reject the variation; or
 - (ii) Increase the Charges, except where the right to partial termination is under clause 11.3.
- (d) The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under this clause 11.7.

12. HOW MUCH THE PARTIES CAN BE HELD RESPONSIBLE FOR

- 12.1 Each Party's total aggregate liability under or in connection with the Contract (whether in tort, contract or otherwise) is no more than 125% of the Charges paid or payable to the Supplier.
- 12.2 No Party is liable to the other for:
 - (a) any indirect losses; or
 - (b) loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 12.3 In spite of clause 12.1, neither Party limits or excludes any of the following:
 - (a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or Sub-Contractors;
 - (b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees; or
 - (c) any liability that cannot be excluded or limited by Law.
- 12.4 In spite of clause 12.1, the Supplier does not limit or exclude its liability for any indemnity given under clauses 4.2(j), 4.2 (l) , 4.2(m), 8.6, 9.3, 10.5, 13.2, 15.26(e) or 33.2(b).
- 12.5 Each Party must use all reasonable endeavours to mitigate any loss or damage which it suffers under or in connection with the Contract, including any indemnities.
- 12.6 The Supplier is fully responsible for both their own liabilities and the liabilities of any Sub-contractors and Supplier Staff.

13. OBEYING THE LAW

- 13.1 the Supplier must, in connection with provision of the Deliverables, use reasonable endeavours to:
 - (a) comply and procure that its Sub-Contractors comply with the Supplier Code of Conduct appearing at https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-



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[Supplier Code of Conduct.pdf](#)) and such other corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time;

- (b) support the Buyer in fulfilling its public sector equality duty under s149 of the Equality Act 2010;
- (c) not use nor allow its Sub-contractors to use modern slavery, child labour or inhumane treatment in accordance with clause 14;
- (d) meet the Government Buying Standards applicable to the Deliverables which can be found online at: <https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>.

13.2 The Supplier indemnifies the Buyer against any costs and expenses (including any professional and legal costs) resulting from any default by the Supplier relating to any applicable Law to do with the Contract.

13.3 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with the Law, clause 13.1, 14 and clauses 30 to 35.

14. MODERN SLAVERY, CHILD LABOUR AND INHUMANE TREATMENT

14.1 The Supplier shall:

- (a) within 60 days of the Start Date complete the [Modern Slavery Assessment Tool \(MSAT\)](#). Where the Supplier has completed a recent MSAT with another Government buyer as part of a separate procurement, and the MSAT was completed by the Supplier within 12 months of the Start Date, the Supplier shall be permitted to submit the relevant results and/or action plan to the Buyer as its MSAT for application under this Contract;
- (b) prepare and progress against an agreed Modern Slavery Action Plan, but only where completion of the MSAT has identified a Medium or High modern slavery risk;
- (c) (where applicable) within 6 months of the Start Date provide the Buyer with a Supply Chain Map in the form and manner set out in the Specification;
- (d) not use, nor allow its Sub-contractors to use forced, bonded or involuntary prison labour;
- (e) not require any of its Supplier Staff to lodge deposits or identify papers with their employer, and its Supplier Staff shall be free to leave their employer after reasonable notice;
- (f) make reasonable enquires to ensure that its officers, employees and Sub-contractors have not been convicted of slavery or human trafficking offences anywhere around the world;
- (g) have and maintain throughout the Term its own policies and procedures to ensure its compliance with the Modern Slavery Act 2015 and include



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- in its contracts with its Sub-contractors anti-slavery and human trafficking provisions;
- (h) implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under the Contract;
 - (i) prepare and deliver to the Buyer an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business;
 - (j) not use, nor allow Supplier Staff to use, physical abuse or discipline, the threat of physical abuse, sexual or other harassment, verbal abuse or other forms of intimidation of Supplier Staff;
 - (k) not use, or allow, child or slave labour to be used by its Sub-contractors;
 - (l) report the discovery or suspicion of any slavery or trafficking by it or its Sub-contractors to the Buyer and the Modern Slavery Helpline. In this clause 14.1.(l) "**Modern Slavery Helpline**" means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700; and
 - (m) work openly and proactively with the Buyer to resolve any identified instances of slavery and/or trafficking and where appropriate, make any necessary changes to their working practices to mitigate the risk of slavery and/or trafficking.

15. DATA PROTECTION

- 15.1 For the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor.
- 15.2 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with the Contract.
- 15.3 The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- 15.4 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every six months.
- 15.5 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy specified in the Order Form and any other security requirements specified by the Buyer from time to time.
- 15.6 If at any time the Supplier suspects or has reason to believe that the Government Data provided under the Contract is corrupted, lost or sufficiently



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degraded, then the Supplier must notify the Buyer and immediately suggest remedial action.

- 15.7 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable, the Buyer may either or both:
- (a) tell the Supplier to restore or get restored the Government Data as soon as practical (but no later than five Working Days from the date that the Buyer receives notice, or from the date that the Supplier finds out about the issue, whichever is earlier); and/or
 - (b) restore the Government Data itself or via a third party.
- 15.8 The Supplier must pay each Party's reasonable costs of complying with clause 15.7 unless the Buyer is at fault.
- 15.9 Only the Buyer can decide what processing of Personal Data a Supplier can do under the Contract and must specify this for the Contract using the template in Schedule 5 (*Authorised Processing of Personal Data*).
- 15.10 The Supplier must only process Personal Data if authorised to do so in Schedule 5 (*Authorised Processing of Personal Data*) by the Buyer. Any further written instructions relating to the processing of Personal Data shall be set out in Schedule 5.
- 15.11 The Supplier must give all reasonable assistance to the Buyer in the preparation of any Data Protection Impact Assessment before starting any processing, including:
- (a) a systematic description of the expected processing and its purpose;
 - (b) the necessity and proportionality of the processing operations;
 - (c) the risks to the rights and freedoms of Data Subjects; and
 - (d) the intended measures to address these risks, including safeguards, security measures and mechanisms to protect Personal Data.
- 15.12 The Supplier must notify the Buyer immediately if it thinks the Buyer's instructions breach the Data Protection Legislation.
- 15.13 The Supplier must put in place appropriate Protective Measures to protect against a Data Loss Event. These Protective Measures must be approved by the Buyer.
- 15.14 If lawful, the Supplier must notify the Buyer if the Supplier is required to process Personal Data by Law promptly and before processing it.
- 15.15 The Supplier must take all reasonable steps to ensure the reliability and integrity of any Supplier Staff who have access to the Personal Data and ensure that they:
- (a) are aware of and comply with the Supplier's duties under this clause 15;



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- (b) are subject to appropriate confidentiality undertakings with the Supplier or any Subprocessor;
- (c) are informed of the confidential nature of the Personal Data and do not provide any of the Personal Data to any third party unless directed in writing to do so by the Buyer or as otherwise allowed by the Contract; and
- (d) have undergone adequate training in the use, care, protection and handling of Personal Data.

15.16 The Supplier must not transfer Personal Data outside of the EU, other than to the Controller unless all of the following are true:

- (a) it has obtained prior written consent of the Buyer;
- (b) the Buyer has decided that there are appropriate safeguards (in accordance with Article 46 of the UK GDPR);
- (c) the Data Subject has enforceable rights and effective legal remedies when transferred;
- (d) the Supplier meets its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;
- (e) where the Supplier is not bound by Data Protection Legislation it must use its best endeavours to help the Buyer meet its own obligations under Data Protection Legislation; and
- (f) the Supplier complies with the Buyer's reasonable prior instructions about the processing of the Personal Data.

15.17 The Supplier must notify the Buyer immediately if it:

- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner's Office or any other regulatory authority in connection with Personal Data processed under the Contract;
- (e) receives a request from any third party for disclosure of Personal Data where compliance with the request is required or claims to be required by Law; and/or
- (f) becomes aware of a Data Loss Event.

15.18 Any requirement to notify under clause 15.17 includes the provision of further information to the Buyer in stages as details become available.

15.19 The Supplier must promptly provide the Buyer with full assistance in relation to any Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 15.17. This includes giving the Buyer:

- (a) full details and copies of the complaint, communication or request;
- (b) reasonably requested assistance so that the Buyer can comply with a Data Subject Access Request within the relevant timescales in the Data



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Protection Legislation;

- (c) any Personal Data it holds in relation to a Data Subject on request;
- (d) assistance that it requests following any Data Loss Event; and/or
- (e) assistance that it requests relating to a consultation with, or request from, the Information Commissioner's Office.

15.20 The Supplier must maintain full, accurate records and information to show it complies with this clause 15. This requirement does not apply where the Supplier employs fewer than 250 staff, unless either the Buyer determines that the processing:

- (a) is not occasional;
- (b) includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; and/or
- (c) is likely to result in a risk to the rights and freedoms of Data Subjects.

15.21 If required by the Data Protection Legislation the Supplier must appoint a Data Protection Officer responsible for observing its obligations in this clause 15.

15.22 Before allowing any Subprocessor to process any Personal Data, the Supplier must:

- (a) notify the Buyer in writing of the intended Subprocessor and processing;
- (b) obtain the written consent of the Buyer;
- (c) enter into a written contract with the Subprocessor so that this clause 15 applies to the Subprocessor; and
- (d) provide the Buyer with any information about the Subprocessor that the Buyer reasonably requires.

15.23 The Supplier remains fully liable for all acts or omissions of any Subprocessor.

15.24 At any time, the Buyer can, with 30 Working Days' notice to the Supplier, change this clause 15 to:

- (a) replace it with any applicable standard clauses (between the Controller and Processor) or similar terms forming part of an applicable certification scheme under UK GDPR Article 42; and/or
- (b) ensure it complies with guidance issued by the Information Commissioner's Office.

15.25 The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office.

15.26 The Supplier:

- (a) must provide the Buyer with all Government Data in an agreed open format within 10 Working Days of a written request;



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- (b) must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
- (c) must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
- (d) must securely erase all Government Data and any copies it holds when asked to do so by the Buyer unless required by Law to retain it; and
- (e) indemnifies the Buyer against any and all Losses incurred if the Supplier breaches clause 15 and/or any Data Protection Legislation.

16. WHAT THE PARTIES MUST KEEP CONFIDENTIAL

16.1 Each Party must:

- (a) keep all Confidential Information it receives confidential and secure;
- (b) not disclose, use or exploit the disclosing Party's Confidential Information without the disclosing Party's prior written consent, except for the purposes anticipated under the Contract; and
- (c) immediately notify the disclosing Party if it suspects unauthorised access, copying, use or disclosure of its Confidential Information.

16.2 In spite of clause 16.1, a Party may disclose Confidential Information which it receives from the disclosing Party in any of the following instances:

- (a) where disclosure is required by applicable Law or by a court within the relevant jurisdiction provided that, where legally permitted, the recipient Party notifies the disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure required;
- (b) if the recipient Party already had the information without obligation of confidentiality before it was disclosed by the disclosing Party;
- (c) if the information was given to it by a third party without obligation of confidentiality;
- (d) if the information was in the public domain at the time of the disclosure;
- (e) if the information was independently developed without access to the disclosing Party's Confidential Information;
- (f) to its Auditors or for the purposes of regulatory requirements;
- (g) on a confidential basis, to its professional advisers on a need-to-know basis; and
- (h) to the Serious Fraud Office where the recipient Party has reasonable grounds to believe that the disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

16.3 The Supplier may disclose Confidential Information on a confidential and need-to-know basis to Supplier Staff to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Buyer at its request.

16.4 The Buyer may disclose Confidential Information in any of the following cases:

- (a) on a confidential basis to the employees, agents, consultants and contractors of the Buyer;



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- (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to;
- (c) if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
- (d) where requested by Parliament; and
- (e) under clauses 5.8 and 18.

16.5 For the purposes of clauses 16.2 to 16.4, references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in this clause 16.

16.6 Information which is exempt from disclosure by clause 17 is not Confidential Information.

16.7 The Supplier must not make any press announcement or publicise the Contract or any part of it in any way without the prior written consent of the Buyer and must take all reasonable steps to ensure that Supplier Staff do not either.

17. WHEN THE SUPPLIER CAN SHARE INFORMATION

17.1 The Supplier must tell the Buyer within 48 hours if it receives a Request For Information.

17.2 Within the required timescales the Supplier must give the Buyer full co-operation and information needed so the Buyer can:

- (a) comply with any Freedom of Information Act (FOIA) request; and
- (b) comply with any Environmental Information Regulations (EIR) request.

18. WHEN THE BUYER MAY SHARE INFORMATION

18.1 The Parties acknowledge that:

(a) the contents of the Contract (including any changes to the Contract agreed from time to time) except for:

- any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Buyer; and
- Commercially Sensitive Information

and

(b) the Publishable Performance Information (together the “**Transparency Information**”) are not Confidential Information.



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- 18.2 Notwithstanding any other provision of the Contract, the Supplier hereby gives its consent for the Buyer to publish to the general public the Transparency Information in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted). The Buyer shall, prior to publication, consult with the Supplier on the manner and format of publication and to inform its decision regarding any redactions but the Buyer shall have the final decision in its absolute discretion.
- 18.3 The Supplier acknowledges that the Buyer may be required under the FOIA and EIRs to disclose Transparency Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Supplier. The Buyer shall take reasonable steps to notify the Supplier of a Request For Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in the Contract) the Buyer shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and EIRs.
- 18.4 The Buyer may talk to the Supplier to help the Supplier decide whether to publish information under this clause 18. However, the extent, content and format of the disclosure is the Buyer's decision, which does not need to be reasonable.
- 18.5 The Supplier shall assist and co-operate with the Buyer to enable the Buyer to publish the Transparency Information.

19. INVALID PARTS OF THE CONTRACT

If any part of the Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if that part was removed from the Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract..

20. NO OTHER TERMS APPLY

The provisions incorporated into the Contract are the entire agreement between the Parties. The Contract replaces all previous statements and agreements whether written or oral. No other provisions apply.

21. OTHER PEOPLE'S RIGHTS IN THE CONTRACT

No third party may use the Contracts (Rights of Third Parties) Act 1999 (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.



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22. CIRCUMSTANCES BEYOND THE PARTIES' CONTROL

- 22.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under the Contract while the inability to perform continues, if it both:
- (a) provides written notice to the other Party; and
 - (b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.
- 22.2 Either Party can partially or fully terminate the Contract immediately by issuing a termination notice in writing to the other Party if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 30 days continuously.
- 22.3 Where a Party partially or fully terminates the Contract under clause 22.2:
- (a) each Party must cover its own losses;
 - (b) the Buyer's payment obligations under the Contract will be suspended to the extent corresponding to the Supplier's inability to deliver its obligation under the Contract as a result of a Force Majeure Event; and
 - (c) clauses 11.5(a) to 11.5(g) apply.

23. RELATIONSHIPS CREATED BY THE CONTRACT

The Contract does not create a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

24. GIVING UP CONTRACT RIGHTS

A partial or full waiver or relaxation of the terms of the Contract is only valid if it is stated to be a waiver in writing to the other Party.

25. TRANSFERRING RESPONSIBILITIES

- 25.1 The Supplier cannot assign the Contract without the Buyer's written consent .
- 25.2 The Buyer can assign, novate or transfer the Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Buyer.
- 25.3 When the Buyer uses its rights under clause 25.2 the Supplier must enter into a novation agreement in the form that the Buyer specifies.
- 25.4 The Supplier can terminate the Contract where the Contract is novated under clause 25.2 to a private sector body that is experiencing an Insolvency Event.



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- 25.5 If the Buyer asks the Supplier for details about Sub-contractors, the Supplier must provide details of Sub-contractors at all levels of the supply chain including:
- (a) their name;
 - (b) the scope of their appointment; and
 - (c) the duration of their appointment.

26. VISIBILITY OF SUB-CONTRACT OPPORTUNITIES IN THE SUPPLY CHAIN AND SME CONTRACT SPEND

26.1 The Supplier shall:

- (a) subject to clause 26.3, advertise on Contracts Finder all sub-contract opportunities arising from or in connection with the provision of the Deliverables above a minimum threshold of £25,000 that arise during the Term;
- (b) within 90 days of awarding a sub-contract to a Sub-Contractor, update the notice on Contracts Finder with details of the successful Sub-contractor;
- (c) monitor the number, type and value of the sub-contract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Term;
- (d) provide reports on the information at clause 26.1(c) to the Buyer in the format and frequency as reasonably specified by the Buyer; and
- (e) promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.

26.2 Each advert referred to at clause 26.1(a) shall provide a full and detailed description of the sub-contract opportunity with each of the mandatory fields being completed on Contracts Finder by the Supplier.

26.3 The obligation on the Supplier set out at clause 26.1(a) shall only apply in respect of sub-contract opportunities arising after the Contract has been signed by both Parties.

26.4 Notwithstanding clause 26.1, the Buyer may, by giving its prior approval, agree that a sub-contract opportunity is not required to be advertised by the Supplier on Contracts Finder.

Visibility of SME/Supply Chain Spend

26.5 In addition to any other management information requirements set out in the Contract, the Supplier agrees and acknowledges that it shall, upon the request of the Buyer and at no charge, provide timely, full, accurate and complete SME



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management information reports (the “**SME Management Information Reports**”) to the Buyer which shall include:

- (a) the total contract revenue received directly on the Contract;
- (b) the total value of sub-contracted revenues under the Contract (including revenues for non-SMEs/non-voluntary, community and social enterprises (“**VCSEs**”)); and
- (c) the total value of sub-contracted revenues to SMEs and VCSEs.

26.6 The SME Management Information Reports shall be provided by the Supplier in the format required by the Buyer and any guidance issued by the Buyer from time to time. The Supplier agrees and acknowledges that the Buyer may vary the information it requires to be included in the SME Management Information Reports (including the data required and/or format). The Buyer agrees to give at least thirty (30) days’ notice in writing of any such variation and shall specify the date from which it must be provided.

27. CHANGING THE CONTRACT

27.1 Either Party can request a variation to the Contract which they shall initiate by issuing a Change Control Notice set out in Schedule 3 of the Contract. The Buyer is not required to accept a variation requested by the Supplier and no changes will be effective until a Change Control Notice has been signed by both Parties.

28. HOW TO COMMUNICATE ABOUT THE CONTRACT

28.1 All notices under the Contract must be in writing which means the notice will not be valid unless it is made by letter (sent by hand, first class post, recorded delivery or special delivery), by email or by communication via Jaggaer.

28.2 All notices are considered effective on the Working Day the notice is received as long as they are received before 5:00pm on a Working Day (otherwise the notice will be effective on the next Working Day). An email or communication via Jaggaer is effective when sent on a Working Day (otherwise the notice will be deemed effective on the next Working Day).

28.3 Notices to the Buyer or Supplier must be sent to the postal or email addresses specified in the Order Form.

28.4 This clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

29. PREVENTING FRAUD, BRIBERY AND CORRUPTION

29.1 The Supplier shall not:



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- (a) commit any criminal offence referred to in the Regulations 57(1) and 57(2);
 - (b) commit a Prohibited Act.
- 29.2 The Supplier shall take all reasonable steps (including creating, maintaining and enforcing adequate policies, procedures and records), in accordance with Good Industry Practice, to prevent a Prohibited Act by Supplier Staff and/or the Supplier (including its shareholders, members and directors) in connection with the Contract, and shall notify the Buyer immediately if it has reason to suspect that any such matters have occurred or is occurring or is likely to occur.
- 29.3 If the Supplier and/or Supplier Staff engage in conduct prohibited by clause 29.1 (which includes committing fraud in relation to the Contract or any other contract with a Crown Body (including the Buyer)), the Buyer may:
- (a) terminate the Contract and in accordance with clause 11.5 (a) recover from the Supplier the amount of any loss suffered by the Buyer resulting from the termination, including the cost reasonably incurred by the Buyer of making other arrangements for the supply of the Deliverables and any additional expenditure incurred by the Buyer throughout the remainder of the Contract; or
 - (b) recover in full from the Supplier any other loss sustained by the Buyer in consequence of any breach of this clause.

30. EQUALITY, DIVERSITY AND HUMAN RIGHTS

- 30.1 The Supplier must follow all applicable equality Law when they perform their obligations under the Contract, including:
- (a) protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
 - (b) any other requirements and instructions which the Buyer reasonably imposes related to equality Law.
- 30.2 The Supplier must take all necessary steps, and inform the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on the Contract.

31. HEALTH AND SAFETY

- 31.1 The Supplier must perform its obligations meeting the requirements of:
- (a) all applicable Law regarding health and safety; and
 - (b) the Buyer's current health and safety policy while at the Buyer's premises, as provided to the Supplier.
- 31.2 The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they are aware of at the Buyer's premises that relate to the performance of the Contract.



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32. ENVIRONMENT

- 32.1 When working on site, the Supplier must perform its obligations under the Buyer's current Environmental Policy specified in the Order Form.
- 32.2 The Supplier must ensure that Supplier Staff are aware of and comply with the Buyer's Environmental Policy when performing their obligations under the Contract.

33. TAX

- 33.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement with HMRC to pay any late contributions due including, where applicable, any interest or fines. The Buyer cannot terminate the Contract where the Supplier has not paid a minor tax or social security contribution.
- 33.2 Where the Supplier or any Supplier Staff are liable to be taxed or to pay national insurance contributions in the UK relating to payment received under the Contract, the Supplier must both:
- (a) comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and
 - (b) indemnify the Buyer against any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Term in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.
- 33.3 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:
- (a) the Buyer may, at any time during the term of the Contract, request that the Worker provides information which demonstrates they comply with clause 33.2, or why those requirements do not apply. The Buyer can specify the information the Worker must provide and the deadline for responding;
 - (b) the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
 - (c) the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers insufficient to demonstrate how it complies with clause 33.2 or confirms that the Worker is not complying with those requirements; and
 - (d) the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management purposes.



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34. CONFLICT OF INTEREST

- 34.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Buyer under the Contract, in the reasonable opinion of the Buyer.
- 34.2 The Supplier must promptly notify and provide details to the Buyer if a conflict of interest happens or is expected to happen.
- 34.3 The Buyer can terminate the Contract immediately by giving notice in writing to the Supplier or take any steps it thinks necessary where there is or may be an actual or potential conflict of interest. If the Contract is terminated under this clause 34.3 clause 11.5 shall apply.

35. REPORTING A BREACH OF THE CONTRACT

- 35.1 As soon as it is aware of it, the Supplier and Supplier Staff must report to the Buyer any actual or suspected breach of Law, clause 13.1, or clauses 29 to 34.
- 35.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in clause 35.1.

36. RESOLVING DISPUTES

- 36.1 If there is a dispute between the Parties, their senior representatives who have authority to settle the dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the dispute.
- 36.2 If the dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the dispute, the dispute must be resolved using clauses 36.3 to 36.5.
- 36.3 Unless the Buyer refers the dispute to arbitration using clause 36.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
- (a) determine the dispute;
 - (b) grant interim remedies; and
 - (c) grant any other provisional or protective relief.
- 36.4 The Supplier agrees that the Buyer has the exclusive right to refer any dispute to be finally resolved by arbitration under the London Court of International



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Arbitration Rules current at the time of the dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

- 36.5 The Buyer has the right to refer a dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under clause 36.3, unless the Buyer has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under clause 36.4.
- 36.6 The Supplier cannot suspend the performance of the Contract during any dispute.

37. WHICH LAW APPLIES

- 37.1 This Contract and any issues arising out of, or connected to it, are governed by English Law and the English courts have exclusive jurisdiction.



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SCHEDULE 1 – SPECIFICATION

1. The Buyers Infrastructure Team are responsible for maximising economic value from global and domestic decarbonisation and adaptation of infrastructure systems. The Buyer does this by supporting UK exporters and inward FDI investors in developing sustainable infrastructure systems that are clean, inclusive, resilient and best value, and supporting new and emerging markets to develop sustainable infrastructure from UK expertise. The Buyer works to develop strategic partnerships within the UK and internationally to support the delivery of global sustainable infrastructure projects.
2. Indonesia is a priority market for the Buyer's Infrastructure Team and His Majesty's Government are seeking to facilitate greater involvement from UK companies to deliver mutual benefits. This project will utilise UK expertise in transit orientated development (TOD) to deliver wider social and economic benefits from Indonesia's growing rail infrastructure, and in doing so demonstrating the value that such approaches can bring and position UK companies to undertake similar work in future.
3. The Supplier shall complete a scoping study for TOD on the Kota Station site of the Mass Rapid Transit Jakarta North-South Line (MRTJ N-S). The MRTJ N- S Line was delivered by Japanese design and engineering contractors, with funding provided by JICA. The Supplier shall work with a Japanese partner to complete this study through a UK-Japan third country cooperation (TCC) approach, supported by the Clean Green Infrastructure (CGI) Development Programme. The CGI Development Programme aims to accelerate long-term UK export opportunities by promoting UK capabilities, industry and institutions in sustainable infrastructure in emerging markets and developing economies (EMDEs), through a focus on upstream work on infrastructure development.
4. The aim of this project is to demonstrate the value of TOD and identify what further work will be needed to develop a business case formulating bankable project opportunities for this TOD development. It will provide a proof of concept demonstrating the feasibility of adding value to the Jakarta mass transit infrastructure project through TOD. The resulting report will propose content and an implementation system for an investment-grade feasibility study including additional UK content from other firms. This will position a UK/Japan partnership to deliver the feasibility study and the eventual TOD project itself. These later stages would involve a wider set of UK infrastructure supply chain companies, resulting in export wins for a number of UK businesses. Proving the feasibility of adding value to mass transit through TOD and showcasing UK expertise in this area will result in additional opportunities for UK businesses on other TOD projects.
5. This project will complement wider work funded through the (FCDO) British Investment Partnership (BIP) to support sustainable economic growth by mobilising public and private financing. This project will also support UK



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objectives under the G7's Partnership for Global Infrastructure Investment (PGII) as it will involve the UK and Japan jointly mobilising finance to deliver a major infrastructure project.

6. The scoping study will focus on the Kota Station of the MRTJ N-S line. Kota Station is located in the historic old town of Jakarta. This station is currently under review for UNESCO.

Required Criteria for the Supplier

- Established partnership with a Japanese company and JICA to work collaboratively in delivering the scoping study.
 - Experience working on rail infrastructure, urban planning and design in Indonesia and strong relationships with key Indonesian government stakeholders, including MRT Jakarta.
 - Expertise and experience in TOD.
 - Given the location of the station, experience working with heritage buildings / environments.
 - Relationships with other UK businesses relevant for the study, such as commercial agents / quantity surveyors.
 - The successful UK company would provide a match contribution to the value of the contract.
7. The scoping study is expected to take 12 weeks (excluding Christmas Shutdown) and will provide guidance for the next steps to develop a business case for formulating bankable project opportunities (e.g., project scope, implementation method, etc.). The budget for this work, to be provided by His Majesty's Government's CGI Programme, is £40,000. The Supplier has committed to providing matched funding to give a total budget of USD100k.
 8. The process of the scoping study for TOD on the MRTJ N-S line station shall incorporate:
 - **Desktop study:** including an outline assessment of opportunity and relevant stakeholders and preparation for site visit.
 - Establish the background and necessity of this project by collecting and analysing material and information such as relevant existing plans and reports.
 - Creation of a research schedule (which will be reviewed by the Buyer). This shall include a research plan, stakeholders to be interviewed, findings of previous research which require validation on-site.
 - Prepare a draft questionnaire for relevant stakeholders (with input from the Buyer).
 - Meet with the Buyer (and any other necessary HMG stakeholders) to finalise the research plan before progressing to field work.



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- **Site visit:** field work visiting the site and engaging with relevant stakeholders, landowners, developers etc to understand opportunities/challenges and vision.
 - Clarification of authority on urban development/TOD with DKI Jakarta and PT. MRTJ.
 - Examination and identification of the entity that formulates the district development plan.
 - Investigation on business licenses, operators, and operation status of other public transport entities.
 - Collect and confirm the contents of existing relevant documents on TOD including TOD Master Plan and Urban Design Guidelines.
 - Initial mapping of relevant stakeholders (including landowners, public authorities, community groups, potential investors).
- **Preparation of report:** finalisation of report collating the findings (c.10 pages). Content to include:
 - Consideration of the UK's cooperation policies on TOD for this project (provided by DBT/UKEF).
 - Proposals for feasibility study content and implementation.
 - Consideration of requirement for UK input to secure investment in the feasibility study and requirements from the Indonesian side to support implementation.
 - Considerations for future project implementation (including the utilisation of UK expertise and technology and cooperation with Japan).
 - Prepare guidance for next steps to formulate a business case for bankable project opportunities (e.g., project scope, implementation method, supporting plans/diagrams and narrative etc).
- **Presentation of the report:** to UK, Japanese and Indonesian Government stakeholders.
 - Presentation of the full report to UK Government representatives (c.2 hours in-person with slide deck, including DBT and UKEF representatives).
 - Virtual meeting with Japanese Government representatives (including JICA, MOFA and JBIC)
 - Virtual meeting with Indonesian Government representatives
 - One round of comments and revisions before issuance of final report



SCHEDULE 2 - SUPPLIER'S RESPONSE AND CHARGES -REDACTED



SCHEDULE 3 - CHANGE CONTROL

Contract Change Notice (“CCN”)

CCN Number	0[1]
Contract Reference Number & Title	[Insert reference number and title]
Variation Title	[Insert variation title]
Number of Pages	[2]

WHEREAS the Supplier [add company name] and the Buyer, [add relevant department name], entered into a Contract for [insert contract title], dated [insert date] (the "Original Contract") and now wish to amend the Original Contract.

IT IS AGREED as follows

1. The Original Contract shall be amended as set out in this Change Control Notice (CCN):

Change Requestor / Originator	State the name of the Requestor	
Summary of Change	Provide details of the Change required	
Reason for Change	Provide reason(s) for the Change required (this should be detailed)	
Revised Contract Price	Original Contract Value	£insert original value


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	Previous Contract Changes	£insert any previous change value(s) (if more than one, include all the CCN's values)
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	Contract Change Notice 00[x]	£add total value of this change
	New Contract Value	£xx add new total
Revised Payment Schedule	[Not applicable] / [Update as appropriate]	
Revised Specification (See Appendix 1 for details)	[Not Applicable] / [Update as appropriate]	
Revised Term (if applicable)	[Not Applicable] / [Update as appropriate]	
Change in Contract Representative(s)	[Not Applicable] [Update as appropriate]	
Other Changes	[None] [Update as appropriate]	

2. Save as amended all other terms of the Original Contract shall remain effective.
3. This CCN takes effect from the date on which both Parties sign for acceptance of its terms.

Parties:

Supplier: add Company Name

Signed by:

Title:

Date:

Signature:

Buyer: add relevant Department

Signed by:

Title:

Date:

Signature:



SCHEDULE 4 - TRAVEL AND SUBSISTENCE

NOT USED



SCHEDULE 5 – AUTHORISED PROCESSING OF PERSONAL DATA

This Schedule shall be completed by the Buyer, who may take account of the view of the Supplier, however the final decision as to the content of this Schedule shall be with the Buyer at its absolute discretion.

- 1.1 The contact details of the Buyer's Data Protection Officer are: **REDACTED**
- 1.2 The contact details of the Supplier's Data Protection Officer are: **REDACTED**
- 1.3 The Processor shall comply with any further written instructions with respect to processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Parties are Joint Controllers</p> <p>The Parties acknowledge that they are Joint Controllers for purposes of Data Protection Legislation. The arrangement is due to Supplier being controller in its own right with respect to the processing of personal data to conduct the information gathering for the study; while Buyer retains overall control of the data in terms of commissioning the research and determining the purpose for which the data will be used. Buyer and Supplier will work together to determine the relevant group of stakeholder to include in the study.</p> <p>The Supplier will only process general personal data.</p> <p>In view of the Joint Controllership arrangement between Buyer and Supplier, Section 15 of this contract in relation to Data Protection will</p>



	not apply, and in its place Annex 2 will govern the relationship of the parties.
Duration of the Processing	<i>This joint controllership arrangement will last for the duration of the contract. Therefore, the processing of personal data relevant to the delivery of the contract is limited to the term of the contract.</i>
Nature and purposes of the Processing	<p><i>The Supplier will process the personal data of identified stakeholders for the purpose conducting a study which will provide guidance to the Buyer in developing a business case for formulating bankable project opportunities in relation to Mass Rapid Transit Jakarta North-South Line (MRTJ N-S) in Indonesia.</i></p> <p><i>The nature of work which will involve processing of personal data to be conducted by supplier will include as follows:</i></p> <ul style="list-style-type: none"><i>Desktop study: including an outline assessment of opportunity and relevant stakeholders and preparation for site visit.</i><i>Site visit: field work visiting the site and engaging with relevant stakeholders, landowners, developers etc to understand opportunities/challenges and vision.</i>
Type of Personal Data	<ul style="list-style-type: none">• Name• Email address• Telephone number



Categories of Data Subject	<ul style="list-style-type: none">• Japanese Government Stakeholders-• DBT staff involved in the project• Indonesian Government Officials• Indonesian Landowners• Developers• UK and Japanese contacts who would like to explore opportunities identified in the scoping study
Plan for return and destruction of the data once the processing is complete UNLESS requirement under Law to preserve that type of data	<p><i>The Supplier will delete all personal information gathered in relation to this study at the end of the contract; unless as controller of data in its own right, the Supplier has a separate agreement with data subjects from Indonesia and Japan to retain the personal data beyond the term of this contract/project.</i></p> <p><i>In which case, the further retention by the Supplier of the personal information will be outside the scope of this contract and the joint controllership arrangement.</i></p> <p><i>The Supplier will delete the personal information of Buyer's staff which Supplier had occasion to process by virtue of this contract or this project. The Supplier will provide the Buyer a certificate of deletion describing the category or type of personal information which was deleted.</i></p>

Joint Controller Agreement- Annex 2



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1. Joint Controller Status and Allocation of Responsibilities

1.1 With respect to Personal Data under Joint Control of the Parties, the Parties envisage that they shall each be a Data Controller in respect of that Personal Data in accordance with the terms of this Annex 2 (Joint Controller Agreement) in replacement of Section 15 (Data Protection) of this contract. Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Data Controllers.

1.2 The Parties agree that the **Supplier:**

1.2.1 is the exclusive point of contact for Data Subjects and is responsible for using all reasonable endeavours to comply with the UK GDPR regarding the exercise by Data Subjects of their rights under the UK GDPR;

1.2.2 shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;

1.2.3 is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the UK GDPR;

1.2.4 is responsible for obtaining the informed consent of Data Subjects, in accordance with the UK GDPR, for Processing in connection with the Services where consent is the relevant legal basis for that Processing; and

1.2.5 shall make available to Data Subjects the essence of this Annex (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the **[Supplier's]** privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).

1.3 Notwithstanding the terms of Paragraph The Parties agree that the **Supplier:**, the Parties acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Legislation as against the relevant Party as Controller.

2. Undertakings of both Parties

2.1 The Supplier and the Buyer each undertake that they shall:



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2.1.1 report to the other Party every months on:

- a) the volume of Data Subject Access Request (or purported Data Subject Access Requests) from Data Subjects (or third parties on their behalf);
- b) the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;
- c) any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Legislation;
- d) any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and
- e) any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law,

that it has received in relation to the subject matter of the Contract during that period;

2.1.2 notify each other immediately if it receives any request, complaint or communication made as referred to in Paragraphs the volume of Data Subject Access Request (or purported Data Subject Access Requests) from Data Subjects (or third parties on their behalf); to any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law,;

2.1.3 provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Paragraphs any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Legislation; to any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law, to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;

2.1.4 not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Services and, for any disclosure or transfer of Personal Data to any third party, (save where such disclosure or transfer is specifically authorised under the Contract or is required by Law) that disclosure or transfer of Personal Data is



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otherwise considered to be lawful processing of that Personal Data in accordance with Article 6 of the UK GDPR or EU GDPR (as the context requires). For the avoidance of doubt, the third party to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Annex;

- 2.1.5 request from the Data Subject only the minimum information necessary to provide the Services and treat such extracted information as Confidential Information;
- 2.1.6 ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data;
- 2.1.7 use all reasonable endeavours to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that its Personnel:
 - a) are aware of and comply with their duties under this Annex 2 (Joint Controller Agreement) and those in respect of Confidential Information
 - b) are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where the that Party would not be permitted to do so;
 - c) have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Legislation;
- 2.1.8 ensure that it has in place Protective Measures as appropriate to protect against a Personal Data Breach having taken account of the:
 - a) nature of the data to be protected;
 - b) harm that might result from a Personal Data Breach;
 - c) state of technological development; and
 - d) cost of implementing any measures;
- 2.1.9 ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the



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Personal Data relating to that Data Subject that the Supplier holds;
and

- 2.1.10 ensure that it notifies the other Party as soon as it becomes aware of a Personal Data Breach;
- 2.1.11 where the Personal Data is subject to UK GDPR, not transfer such Personal Data outside of the UK unless the prior written consent of the non-transferring Party has been obtained and the following conditions are fulfilled:
 - a) the transfer is in accordance with Article 45 of the UK GDPR or DPA 2018 Section 73; or
 - b) the transferring Party has provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of the UK GDPR or DPA 2018 Section 75) as agreed with the non-transferring Party which could include the International Data Transfer Agreement (the “**IDTA**”), or International Data Transfer Agreement Addendum to the European Commission’s SCCs (the “**Addendum**”), as published by the Information Commissioner’s Office from time to time, as well as any additional measures;
 - c) the Data Subject has enforceable rights and effective legal remedies;
 - d) the transferring Party complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the non-transferring Party in meeting its obligations); and
 - e) the transferring Party complies with any reasonable instructions notified to it in advance by the non-transferring Party with respect to the processing of the Personal Data; and
- 2.1.12 where the Personal Data is subject to EU GDPR, not transfer such Personal Data outside of the EU unless the prior written consent of non-transferring Party has been obtained and the following conditions are fulfilled:
 - a) the transfer is in accordance with Article 45 of the EU GDPR; or
 - b) the transferring Party has provided appropriate safeguards in relation to the transfer in accordance with Article 46 of the EU GDPR as determined by the non-transferring Party



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which could include relevant parties entering into Standard Contractual Clauses in the European Commission's decision 2021/914/EU as well as any additional measures;

- c) the Data Subject has enforceable rights and effective legal remedies;
- d) the transferring Party complies with its obligations under the EU GDPR by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the non- transferring Party in meeting its obligations); and
- e) the transferring Party complies with any reasonable instructions notified to it in advance by the non-transferring Party with respect to the processing of the Personal Data.

2.2 Each Joint Controller shall use its reasonable endeavours to assist the other Controller to comply with any obligations under applicable Data Protection Legislation and shall not perform its obligations under this Annex in such a way as to cause the other Joint Controller to breach any of its obligations under applicable Data Protection Legislation to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations

3. Data Protection Breach

3.1 Without prejudice to Paragraph Each Party shall use all reasonable endeavours to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Personal Data Breach as it was that Party's own data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Personal Data Breach, including providing the other Party, as soon as possible and within 48 hours of the Personal Data Breach relating to the Personal Data Breach, in particular:, each Party shall notify the other Party promptly and without undue delay, and in any event within 48 hours, upon becoming aware of any Personal Data Breach or circumstances that are likely to give rise to a Personal Data Breach, providing the Buyer and its advisors with:

3.1.1 sufficient information and in a timescale which allows the other Party to meet any obligations to report a Personal Data Breach under the Data Protection Legislation;

3.1.2 all reasonable assistance, including:

- a) co-operation with the other Party and the Information Commissioner investigating the Personal Data Breach and



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its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;

- b) co-operation with the other Party including using such reasonable endeavours as are directed by the Buyer to assist in the investigation, mitigation and remediation of a Personal Data Breach;
- c) co-ordination with the other Party regarding the management of public relations and public statements relating to the Personal Data Breach; and/or
- d) providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Personal Data Breach, with complete information relating to the Personal Data Breach, including, without limitation, the information set out in Paragraph Each Party shall use all reasonable endeavours to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Personal Data Breach as it was that Party's own data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Personal Data Breach, including providing the other Party, as soon as possible and within 48 hours of the Personal Data Breach relating to the Personal Data Breach, in particular:.

3.2 Each Party shall use all reasonable endeavours to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Personal Data Breach as it was that Party's own data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Personal Data Breach, including providing the other Party, as soon as possible and within 48 hours of the Personal Data Breach relating to the Personal Data Breach, in particular:

- 3.2.1 the nature of the Personal Data Breach;
- 3.2.2 the nature of Personal Data affected;
- 3.2.3 the categories and number of Data Subjects concerned;
- 3.2.4 the name and contact details of the Supplier's Data Protection Officer or other relevant contact from whom more information may be obtained;
- 3.2.5 measures taken or proposed to be taken to address the Personal Data Breach; and



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3.2.6 describe the likely consequences of the Personal Data Breach.

4. Audit

4.1 The Supplier shall permit:

- 4.1.1 the Buyer, or a third-party auditor acting under the Buyer's direction, to conduct, at the Buyer's cost, data privacy and security audits, assessments and inspections concerning the Supplier's data security and privacy procedures relating to Personal Data, its compliance with this Annex 2 and the Data Protection Legislation; and/or
- 4.1.2 the Buyer, or a third-party auditor acting under the Buyer's direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 UK GDPR by the Supplier so far as relevant to the Contract, and procedures, including premises under the control of any third party appointed by the Supplier to assist in the provision of the Services.

4.2 The Buyer may, in its sole discretion, require the Supplier to provide evidence of the Supplier's compliance with Paragraph The Supplier shall permit: in lieu of conducting such an audit, assessment or inspection.

5. Impact Assessments

The Parties shall:

- 5.1 provide all reasonable assistance to each other to prepare any Data Protection Impact Assessment as may be required (including provision of detailed information and assessments in relation to Processing operations, risks and measures); and
- 5.2 maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with the Contract, in accordance with the terms of Article 30 UK GDPR.

6. ICO Guidance

The Parties agree to take account of any guidance issued by the Information Commissioner and/or any relevant Central Government Body. The Buyer may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner and/or any relevant Central Government Body.



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7. Liabilities for Data Protection Breach

- 7.1 If financial penalties are imposed by the Information Commissioner on either the Buyer or the Supplier for a Personal Data Breach ("**Financial Penalties**") then the following shall occur:
- 7.1.1 if in the view of the Information Commissioner, the Buyer is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of the Buyer, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Buyer, then the Buyer shall be responsible for the payment of such Financial Penalties. In this case, the Buyer will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Personal Data Breach. The Supplier shall provide to the Buyer and its third party investigators and auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach;
- 7.1.2 if in the view of the Information Commissioner, the Supplier is responsible for the Personal Data Breach, in that it is not a Personal Data Breach that the Buyer is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to the Buyer and its auditors, on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach; or
- 7.1.3 if no view as to responsibility is expressed by the Information Commissioner, then the Buyer and the Supplier shall work together to investigate the relevant Personal Data Breach and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the Personal Data Breach can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the Dispute Resolution Procedure set out in Clause 39 of the Core Terms (Resolving disputes).
- 7.2 If either the Buyer or the Supplier is the defendant in a legal claim brought before a court of competent jurisdiction ("Court") by a third party in respect of a Personal Data Breach, then unless the Parties otherwise agree, the Party that is determined by the final decision of the court to be responsible for the Personal Data Breach shall be liable for the losses arising from such Personal Data Breach. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court.



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- 7.3 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach (the “Claim Losses”):
- 7.3.1 if the Buyer is responsible for the relevant Personal Data Breach, then the Buyer shall be responsible for the Claim Losses;
 - 7.3.2 if the Supplier is responsible for the relevant Personal Data Breach, then the Supplier shall be responsible for the Claim Losses: and
 - 7.3.3 if responsibility for the relevant Personal Data Breach is unclear, then the Buyer and the Supplier shall be responsible for the Claim Losses equally.
- 7.4 Nothing in either ParagraphIf either the Buyer or the Supplier is the defendant in a legal claim brought before a court of competent jurisdiction (“Court”) by a third party in respect of a Personal Data Breach, then unless the Parties otherwise agree, the Party that is determined by the final decision of the court to be responsible for the Personal Data Breach shall be liable for the losses arising from such Personal Data Breach. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court. or ParagraphIn respect of any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach (the “Claim Losses”): shall preclude the Buyer and the Supplier reaching any other agreement, including by way of compromise with a third party complainant or claimant, as to the apportionment of financial responsibility for any Claim Losses as a result of a Personal Data Breach, having regard to all the circumstances of the Personal Data Breach and the legal and financial obligations of the Buyer.

8. Termination

If the Supplier is in material Default under any of its obligations under this Annex 2 (*Joint Controller Agreement*), the Buyer shall be entitled to terminate the Contract by issuing a Termination Notice to the Supplier in accordance with Clause 14 of the Core Terms (Ending the contract).

9. Sub-Processing

In respect of any Processing of Personal Data performed by a third party on behalf of a Party, that Party shall:

- 9.1 carry out adequate due diligence on such third party to ensure that it is capable of providing the level of protection for the Personal Data as is required by the Contract, and provide evidence of such due diligence to the other Party where reasonably requested; and
- 9.2 ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Legislation.



10. Data Retention

The Parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be necessary for them to retain such Personal Data under applicable Data Protection Legislation and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by the Party for statutory compliance purposes or as otherwise required by the Contract), and taking all further actions as may be necessary to ensure its compliance with Data Protection Legislation and its privacy policy.

SCHEDULE 6 - SUPPLIER’S COMMERCIALLY SENSITIVE INFORMATION FORM

The Supplier should provide as much information as possible. The Buyer shall endeavour to maintain the confidentiality of the sensitive information, but the ultimate decision on whether to publish or disclose lies with the Buyer.

Contract Ref No	TBC
Description of Supplier’s Commercially Sensitive Information	



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Cross reference(s) to location of sensitive information	
Explanation of sensitivity	
Details of potential harm from disclosure	
Period of confidence	
Contact details for Transparency/FOI A matters	

	Correspondence should be addressed to BDP's registered office:
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